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REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of April, 1972, between
 M. ROBERT COLE and HELEN R. COLE,
 husband and wife, hereinafter called the "seller" and
 RICHARD W. HAYES and LUCINDA W. HAYES,
 husband and wife, hereinafter called the "purchaser,"
 WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Skamania County, Washington:

A tract of land located in the West Half of the Southwest Quarter of the North-east Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 26, Township 4 North, Range 7 E. W. N., described as follows:

Beginning at a point south 1,874.9 feet and east 332.17 feet from the quarter corner on the north line of said Section 26; thence east 227.03 feet to a point on the west bank of Wind River; thence east to the center of the channel of Wind River; thence southerly along the center of the channel of Wind River to a point 90 feet south of the first course above described extended east; thence west to a point on the west bank of Wind River; thence west 250.60 feet to a point south 19° 10' 45" west 94.71 feet from the point of beginning; thence north 19° 10' 45" east 94.71 feet to the point of beginning; said tract containing 0.57 acre, more or less.

On the following terms and conditions: The purchase price is Four Thousand Five Hundred and no/100ths - - - - - (\$ 4,500.00) dollars, of which Three Hundred Twenty-nine and 62/100ths - - - - - (\$ 329.62) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the sum of Four Thousand One Hundred Seventy and 38/100ths (\$4,170.38) Dollars in monthly installments of Forty and no/100ths (\$40.00) Dollars, or more, commencing on the 15th day of May, 1972, and on the fifteenth day of each and every month thereafter until the full amount of the purchase price together with interest - - - have been paid. The said monthly installments shall include interest at the rate of eight per-cent (8%) per annum computed upon the monthly balances of the unpaid purchase price, and shall be applied first to interest and then to principal. The purchasers reserve the right at any time they are not in default under the terms and conditions of this contract to pay without penalty any part or all of the unpaid purchase price, plus interest then due.

Sellers intend to plat the above described real property as Lot 8 of WIND RIVER LOTS and purchasers agree to sign those documents necessary to accomplish same, provided they are consistent and in agreement with the terms and conditions of this contract and in particular in no way whatsoever diminish, change or modify the rights and interests of the purchasers in connection herewith. Sellers reserve the area located between the bank at high water mark of Wind River and the center of the channel as a walking easement to be dedicated for the benefit of the purchasers above named and other purchasers of lots in said subdivision. The purchaser may enter into possession April 15, 1972.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by him, if any, and any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such moneys.

The seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

